REMARKS

I. Introduction

In response to the Office Action dated May 24, 2004, claims 1, 12, 13, 20, 31, 32, 39, 50, and 51 have been amended, claims 8, 17, 27, 36, 46, and 55 have been cancelled. Claims 1-7, 9-16, 18-26, 28-35, 37-45, 47-54, and 56-57 remain in the application. Re-examination and re-consideration of the application, as amended, is requested.

II. Prior Art Rejections

In paragraphs (1)-(2) of the Office Action, claims 1-57 were rejected under 35 U.S.C. §103(a) as being unpatentable over Brown et al., U.S. Patent No. 6,067,551 (Brown) and Kumar et al., U.S. Patent No. 6,342,906 (Kumar).

Applicants respectfully traverse these rejections.

Specifically, claim 1 was rejected as follows:

> With regard to claim 1, Brown teaches a method of collaborating users access to a document on a network (see column 2, lines 48-65), storing a document on a server (see column 2, lines 56-61), receiving a request, in the server, to open the document (see column 10, lines 65 through column 11, line 3), establishing a collaboration session where the sever permits two or more users to work simultaneously across a network on a document stored on the server (see column 2, liens 46-65), receiving a command to modify the document from a first user in the session (see column 3, lines 30-34), and the server distributing the command to modify to the other ones of the collaborators in the session (see column 4, lines 7-26). Brown, however, doesn't explicitly state that the document being shared is a drawing document. Kumar teaches as system of collaborating with a group of users on a project (see column 3, lines 33-51), similar to that of Brown, but further teaches the data in the shared workspace being a drawing document (see column 3, lines 39-51). It would have been obvious to one of ordinary skill in the art, having the teachings of Brown and Kumar before him at the time the invention was made to modify the collaborating system of Brown to share drawing documents. One would have been motivated to make such a combination because Brown states that the system can be implemented with other types of documents, where a drawing document as used in Kumar is an obvious choice.

The independent claims have been amended and now incorporate the limitations of claim 8. Claim 8 was rejected as follows:

> 10.   With regard to claims 8, 17, 27, 36, 46, and 55, which teach the command being received in the server from a first collaborator pursuant to a regularly transmitted command, Brown further teaches, in column 1, lines 45-55, that the user regularly accesses common documents from the server.

Applicants traverse the above rejections. Specifically, neither Brown nor Kumar teach, disclose or suggest a collaboration session wherein modifications to a drawing are transmitted to a

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server from collaborators (and vice versa) pursuant to a heartbeat command which is regularly transmitted at defined intervals.

Independent claims 1, 12, 20, 31, 39, and 50 are generally directed to collaborating access to a drawing document on a server. Specifically, a drawing document is stored on a server and collaborators may view and work simultaneously on the server-based drawing document. The collaborators view changes to the document made by other collaborators in real time. Such real-time viewing is enabled using heartbeat commands. The heartbeat command, as claimed, is a command that is regularly transmitted at defined intervals. The heartbeat command may comprise a command (by one collaborator) to modify the drawing document. The server then distributes the command to modify the drawing document to other collaborators as part of additional heartbeat commands. Accordingly, the server maintains the document and enables simultaneous real-time viewing of the document using commands that are regularly transmitted at defined intervals. The cited references do not teach nor suggest these various elements of Applicants' independent claims.

Brown merely describes a word processing program module having a multi-user editing capability provided for by the utilization of a multi-user control file (MCF) that is created when a document is first accessed. Thus, as admitted in the Office Action, Brown fails to address collaboration on a drawing document. Further, as clearly illustrated throughout Brown, Brown merely enables the use of duplicate copies on a local client. The users edit their respective local copies. Thereafter, the only time that the word processing document is updated with the server and the other users is when a user saves a change to a document locally. (See col. 2, lines 48- col. 3, line 6).

Thus, unlike the present claims, Brown fails to provide for the use of a regularly transmitted heartbeat command that is sent by the client to the server. Instead, Brown is forced to wait until a local client saves a local copy thereby causing a reconciliation process to begin. Such processing in Brown fails to provide for real-time simultaneous viewing and working with a document. In this regard, Brown fails to provide for a "collaboration" session as used in the claims. Instead, Brown merely describes sharing access to a document.

The Kumar reference also fails to cure the defects of Brown. Firstly, Kumar fails to teach the use of a server to maintain and store the drawing document during the collaboration as claimed. Secondly, Kumar fails to teach, describe, or suggest, implicitly or explicitly, the use of a heartbeat

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command that is transmitted at regular defined intervals as claimed. Instead, Kumar teaches the completion (i.e., fully processing) of a modification (and any update engendered by it). Once completed, a serialized modification is sent to a collaborator (see col. 6, lines 58-67). Thus, Kumar does not teach the claimed transmission of a regular command at a defined interval.

Moreover, the various elements of Applicants' claimed invention together provide operational advantages over Brown and Kumar. In addition, Applicants' invention solves problems not recognized by Brown and Kumar.

Thus, Applicants submit that independent claims 1, 12, 20, 31, 39, and 50 are allowable over Brown and Kumar. Further, dependent claims 2-11, 13-19, 21-30, 32-38, 40-49, and 51-57 are submitted to be allowable over Brown and Kumar in the same manner, because they are dependent on independent claims 1, 12, 20, 31, 39, and 50, respectively, and thus contain all the limitations of the independent claims. In addition, dependent claims 2-11, 13-19, 21-30, 32-38, 40-49, and 51-57 recite additional novel elements not shown by Brown and Kumar.
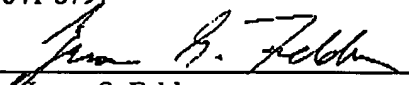
III.   Conclusion

In view of the above, it is submitted that this application is now in good order for allowance and such allowance is respectfully solicited. Should the Examiner believe minor matters still remain that can be resolved in a telephone interview, the Examiner is urged to call Applicants' undersigned attorney.

Respectfully submitted,

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